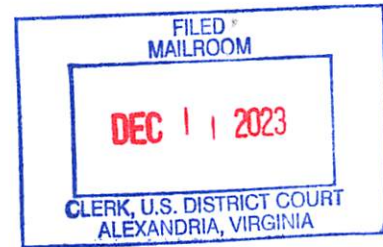


Genworth Life
P.O. Box 40005
Lynchburg Va 24508

Dec 5, 2023



Re: Policy # AAA 5238164. Claim A 817482. Class Action Case 3-22-CV-00055-REP

Dear Sirs ,

I am in Receipt of your letter of 11/2/2023, mailed 11/6/2023.

3:22cv55

There are several ERRORS in your missive.

1. My claim A817482. I gave notice there would be a claim 6/12/2023. I also called as requested, 2 weeks before the scheduled surgery date of 8/2/2023. I stayed in a BnB with care until 8/17/2023 which I paid for myself as after surgery I was not in condition to fill out your paperwork in 15 min intervals for reimbursement (I had just had major surgery!).
2. I had friends and family take care of the 3 days in between the BnB and home care.
3. I did file for a week of home care, which was eventually paid by Genworth.
4. I did file for a second and final week of home care ending 9/3/2023.
5. You then closed out my claim without talking to me, so I had to pay for the equipment needed for my care myself.
6. When I checked on the non-payment of the second week, I was told the invoice was "not received" and to send another copy. This continued several times.
7. When I was told to send a fifth (5th), yes FIFTH copy, I was unhappy and bumped up to a supervisor. Finally the 5th bill was paid in November. The whole episode reeked of deliberate delays.
8. I received your letter of "Coverage Options Election" dated 9/10/2023, received 9/18/2023.
NOTE: This option was not even tendered until AFTER my claim had been closed and should have been paid.
9. I sent back my response 10/10/2023 for the options, received and signed for by Genworth on 10/16/102023, long after benefits were covered by claim A817482 AND SHOULD HAVE BEEN PAID ALREADY.
10. Checks for the option payout and premium payback were received.
11. Finally the second home care week was paid.
12. THEN I received a letter dated 11/2/2023 but not mailed until 11/6/2023 stating that the benefits payable under the original claim hadn't been taken off the benefit available before 10/16/1023 as they should have been but instead had been taken off the benefit available after 10/16/2023. Not having time travel available to you this is a MISTAKE. In view of the several "not received" invoices it is looking like a deliberate delaying tactic. This is either a mistake which I am sure you will wish to correct. Or it could be deliberate or "accidental" Fraud. Whichever of the 3 options it is means you need to send a "correcting letter" reinstating my full remaining benefits of \$2348.10.
13. By the way, your remittance covering the first week of home care, 8/21-8/27/2023 shows the claim was against my Lifetime benefit of \$99,539.28 as it should have been, an after the fact change was, and is WRONG

DJ Thomas
Deborah J Thomas
19400 N Elbert Rd
Elbert CO 80106

CC: Mr. Michael Conway, Insurance Commissioner
Colorado Division of Insurance
1560 Broadway Suite 850
Denver, CO 80202

CC: United States District Court for the Eastern District of Virginia
Re: Haney et al v Genworth Life Insurance Company et al
Case No 3:22-CV-00055-REP
401 Courthouse Square
Alexandria VA 22314

